

REMARKS

Filed concurrently with this paper is a Request for Continued Examination and fee pursuant to 37 C.F.R. § 1.114. This paper is being filed in response to the final Office Action mailed on June 2, 2009 (the “Office Action”).

STATUS OF THE CLAIMS

Claims 1-30 are in the application, of which claims 1, 16, and 29 are in independent form. Claims 2, 14, and 15 are canceled. Claims 1, 4, 5, 11, 16, 17, 29, and 30 are amended.

In the Office Action, claim 1 stands rejected under 35 U.S.C. § 112 ¶ 2 as purportedly being indefinite. Claims 1, 3-13, and 16-30 stand rejected under 35 U.S.C. § 102 as purportedly being anticipated by U.S. Patent Application Publication No. 2002/0091767 by Munson (“Munson” hereafter). Claims 1, 3-13, and 16-30 stand rejected under 35 U.S.C. § 103 as purportedly being unpatentable over Munson.

EXAMINER INTERVIEW

The Applicants thank Examiner Nguyen for the interview held on September 15, 2009. In the interview, proposed claim amendments to overcome the Office Action’s rejections under 35 U.S.C. §§ 102 and 112 were discussed. The claim amendments herein reflect claim language discussed in the interview.

REJECTION OF CLAIM 1 UNDER 35 U.S.C. § 112 ¶ 2

In the Office Action, claim 1 stands rejected under 35 U.S.C. § 112 ¶ 2 as purportedly being indefinite. The Office Action purports that the claim does not recite steps to carry out a “sponsorship exchange” as recited in the preamble. The Applicants have amended claim 1 to address this purported ambiguity. Claim 1 now recites, “[a] method for facilitating an exchange of a service or tangible, non-monetary asset for use in an event for a sponsorship opportunity....” Claim 1.

The Office Action further contends that there is no clear relationship between the “event” recited in the claims, and the “service or tangible, non-monetary asset.” Office

Action Pg. 2. The Applicants have amended claim 1 to clarify that the recited “service or tangible, non-monetary asset” is for “use at the event...” See claim 1.

The Office Action purports that it is not clear how the last step of claim 1 achieves the scope of the claim. Office Action Pg. 2. The Applicants have amended the preamble of claim 1 to address this issue.

REJECTION OF CLAIMS 1, 3-13, AND 16-30

Claim 1, 3-13, and 16-30 stand rejected under 35 U.S.C. § 102 and 103 as purportedly anticipated and/or unpatentable over Munson. A claim is properly anticipated under 35 U.S.C. § 102 only if “each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” MPEP § 2131, *citing* Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628 at 631 (Fed. Cir. 1987); emphasis added. “The identical invention must be shown in as complete detail as is contained in the . . . claim.” MPEP § 2131, *citing* Richardson v. Suzuki Motor Co., 868 F.2d 1226 at 1236 (Fed. Cir. 1989); emphasis added. Munson fails to disclose at least, “recording a request from an event owner for at least one service or tangible, non-monetary asset for use in the event...” and/or “...associat[ing] the request with a sponsorship offer comprising a sponsorship opportunity to at least partially defray the fulfillment cost of the request...” as recited in the claims. Claim 1; emphasis added. Therefore, the Applicants respectfully traverse this rejection.

MUNSON FAILS TO TEACH OR SUGGEST RECORDING A REQUEST FROM AN EVENT OWNER FOR AT LEAST ONE SERVICE OR TANGIBLE, NON-MONETARY ASSET FOR USE IN AN EVENT

Claim 1 recites, “recording a request from an event owner for at least one service or tangible, non-monetary asset for use in the event, the request having a fulfillment cost...” Claim 1; emphasis added; *also* see claims 16 and 29.

In direct contrast, Munson discusses monetary sponsorship levels. For example, Figure 38 (cited in the Office Action) discusses a “Sponsorship Price Range: \$10,000-\$100,000”. Munson Figure 38. A monetary sponsorship payment cannot be construed as a request for “a service or tangible, non-monetary asset” as recited in the claims.

MUNSON FAILS TO TEACH OR SUGGEST A SPONSORSHIP OFFER TO AT LEAST PARTIALLY DEFRAY A COST OF A REQUEST

Claim 1 recites, "...associat[ing] the request with a sponsorship offer comprising a sponsorship opportunity for a provider of the service or tangible, non-monetary asset at the event, the sponsorship opportunity to **at least partially defray the fulfillment cost of the request**..." Emphasis added; *also see* claims 16 and 29.

Munson does not disclose a sponsorship opportunity as recited in the claims. As shown above, Munson discusses sponsorship only in terms of a monetary payment, and not as a "request ... for at least one service or tangible, non-monetary asset..." Claim 1; *also see* Munson Figure 38. Since Munson does not disclose a request for a service or tangible, non-monetary asset, it cannot teach or suggest a sponsorship opportunity to defray a fulfillment cost of the service or tangible, non-monetary asset.

MUNSON CANNOT ANTICIPATE THE CLAIMS NOR RENDER THE CLAIMS UNPATENTABLE

Munson fails to teach or suggest at least, "recording a request... for at least one service or tangible, non-monetary asset for use in the event..." and/or "...associat[ing] the request with a... sponsorship opportunity to at least partially defray the fulfillment cost of the request," and, as such, fails to disclose each and every element as set forth in the claim. MPEP § 2131. Therefore, the Applicants respectfully traverse this rejection. Moreover, Munson cannot render the claims obvious since it fails to consider all the words in the claims. See In re Wilson, 424 F.2d 1382 (CCPA 1970); *also see* MPEP § 2143.03.

GENERAL CONSIDERATIONS

By the remarks provided herein, the Applicants have addressed all outstanding issues presented in the Office Action. The Applicants note that the remarks presented herein have been made merely to clarify the claimed invention from elements purported by the Office Action to be taught by the cited references. Such remarks should not be construed as acquiescence, on the Applicants' part, as to the purported teachings or prior art status of the cited references, nor as to the characterization of the cited

references advanced in the Office Action. Accordingly, the Applicants reserve the right to challenge the purported teachings and prior art status of the cited references at an appropriate time.

CONCLUSION

For the reasons discussed above, the Applicants submit that the claims are in proper condition for allowance, and a Notice of Allowance is respectfully requested. If the Examiner notes any further matters that may be resolved by a telephone interview, the Examiner is encouraged to contact Kory Christensen by telephone at (801) 578-6993.

Respectfully submitted,

By: /Kory D. Christensen/
Kory D. Christensen
Reg. No. 43,548
Attorney for Applicant

STOEL RIVES LLP
One Utah Center
201 South Main Street, Suite 1100
Salt Lake City, UT 84111
Telephone: (801) 328-3131
Facsimile: (801) 578-6999